

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: John J. Shin et al.
Title: REAL TIME SELF-ADJUSTING CALIBRATION ALGORITHM
Appl. No.: 10/750,978
Filing Date: 12/31/2003
Examiner: Aditya S. Bhat
Art Unit: 2863
Confirmation No.: 5462

DECLARATION OF JOHN J. SHIN
UNDER 35 U.S.C. 103(c)

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

I, John J. Shin, hereby declare as follows:

1. I am submitting this Declaration in support of the accompanying "Amendment and Reply under 37 CFR 1.111."
2. I am a co-inventor in the present application.
3. I am also a co-inventor in U.S. Patent Application No. 10/141,375 which has been issued as U.S. Patent No. 6,895,263. I have been informed that the above patent was cited in rejections made in the Office Action mailed on November 14, 2008, for the present application.
4. At the time that the invention of the present application was made, the invention and the invention in U.S. Patent Application No. 10/141,375 were owned by, or subject to an obligation of assignment to, the same person – namely, Medtronic MiniMed, Inc.

5. The Assignee of record shown on the cover page of U.S. Patent No. 6,895,263 is Medtronic MiniMed, Inc., which is the same entity shown on the Assignment document recorded on Reel/Frame No. 015775/0183 for the present application. A copy of that recorded Assignment document is attached to this Declaration.

6. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both under section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Respectfully submitted,

Date: 3/13/09

By: 
John J. Shin
Medtronic MiniMed, Inc.

09-09-2004

FORM PTO-1595 (modified)

(Rev 6-93)

a/n/04 RECO'

102832571
PATENT

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

IEET

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copies thereof.

1. Name of conveying party(ies):

John J. Shin
 Nandita N. Patel
 Sami Kanderian Jr.
 Lu Wang
 Richard Yoon

2. Name and address of receiving party(ies):

Medtronic MiniMed, Inc.
 18000 Devonshire Street
 Northridge, California 91325-1219

Additional conveying party(ies) NO

3. Nature of conveyance:

ASSIGNMENT

Execution Date:

June 30, 2004 and June 22, 2004

Additional name(s) & address(es) attached? NO

4. Application number(s) or patent number(s):

If this is being filed together with a new application, the execution date of the application is:

A. Patent Application Number(s):

10/750,978

B. Patent Number(s):

Additional numbers attached? NO

5. Name and address of party to whom correspondence concerning document should be mailed:

Ted R. Rittmaster
 FOLEY & LARDNER LLP
 2029 Century Park East, Suite 3500
 Los Angeles, California 90067-3021

6. Total number of applications/patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

 Check Enclosed

Charge to deposit account

8. Deposit account number: 50-0872

DO NOT USE THIS SPACE

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.

Ted R. Rittmaster

August 31, 2004

Name of person signing

Signature

Date

09/08/2004 ECOOPER 00000018 10750978

40.00 OF

Total number of pages including cover sheet, attachments, and document: 5

01

ASSIGNMENT - WORLDWIDE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each undersigned inventor (hereinafter referred to singly and collectively as "ASSIGNOR") has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto

Medtronic MiniMed, Inc.
18000 Devonshire Street
Northridge, California 91325-1219

(hereinafter ASSIGNEE) its successors and assigns, the full and exclusive right, title and interest for the United States, its territories and possessions, and all foreign countries in and to this invention relating to

REAL TIME SELF-ADJUSTING CALIBRATION ALGORITHM

as set forth in this United States Patent Application

check one [] executed concurrently herewith,
 [] executed on _____,
 [X] Serial No. 10/750,978 Filed 12/31/2003

as well as in and to (a) all improvements and modifications of the above-identified invention or inventions, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES ASSIGNEE to file patent applications in any or all countries on the above-identified invention or inventions in the name of the undersigned or in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable under the International Convention or otherwise.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representative or agents, all facts and information known or available to

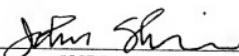
ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, and declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of **Foley & Lardner LLP** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of **Foley & Lardner LLP** do not personally represent ASSIGNOR OR ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

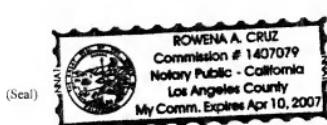
Executed this 30th day of June, 2004.



JOHN J. SHIN

State of California)
County of Los Angeles) ss.

On this 30th day of June, 2004, before me, a notary public in and for said county, appeared JOHN J. SHIN, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he acknowledged that she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



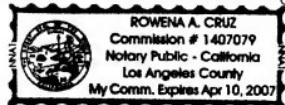
Rowena A. Cruz
Notary Public
My Commission Expires: April 10, 2007

Executed this 24th day of August, 2004

State of California
County of Los Angeles ss.

Nandita Patel
NANDITA N. PATEL

On this 24th day of August, 2004, before me, a notary public in and for said county, appeared NANDITA N. PATEL, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



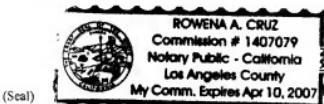
(Seal)
Executed this 39th day of June, 2004.

Rowena A. Cruz
Notary Public
My Commission Expires: April 10, 2004

State of California
County of Los Angeles ss.

SAMI KANDERIAN JR.

On this 30th day of June, 2004, before me, a notary public in and for said county, appeared SAMI KANDERIAN JR., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



Executed this 30th day of June, 2004.

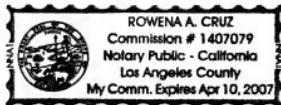
Rowena A. Cruz
Notary Public
My Commission Expires: April 10, 2004

State of California
County of Los Angeles ss.

LU WANG

On this 30th day of June, 2004, before me, a notary public in and for said county, appeared LU WANG, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

(Seal)



Rowena A. Cruz
Notary Public
My Commission Expires: April 10, 2004

Executed this 22 day of June, 2004.

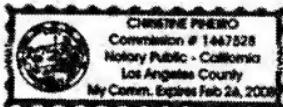
Richard Yoon

RICHARD YOON

State of California)
County of Los Angeles)^{ss.}

On this 22 day of June, 2004, before me, a notary public in and for said county, appeared RICHARD YOON, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

(Seal)




Notary Public

My Commission Expires: February 26, 2008